## United States Bankruptcy Court Middle District of Pennsylvania

In re: Case No. 22-02012-HWV Chapter 13 Christopher Shawn Carr

Robyn Renee Carr Debtors

## CERTIFICATE OF NOTICE

District/off: 0314-1 User: AutoDocke Page 1 of 3 Date Rcvd: Nov 21, 2022 Form ID: pdf002 Total Noticed: 19

The following symbols are used throughout this certificate:

Symbol **Definition** 

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

#### Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 23, 2022:

Recip ID		Recipient Name and Address
db/jdb	+	Christopher Shawn Carr, Robyn Renee Carr, 5872 Laurel Street, Harrisburg, PA 17112-1626
5501754	+	MEMBERS 1ST FCU, BK NOTICES, PO BOX 8893, CAMP HILL, PA 17001-8893
5501755	+	OAK HILL CENTER FOR REHAB & NURSING SNF, $1020~\mathrm{N}$ UNION STREET, MIDDLETOWN, PA $17057\text{-}2158$

### TOTAL: 3

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/PDF: rmscedi@recoverycorp.com	Nov 21 2022 18:53:51	PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
5501748	Email/PDF: AIS.cocard.ebn@aisinfo.com	Nov 21 2022 18:54:06	CAPITAL ONE (BANKRUPTCY NOTIFICATION) (p, PO BOX 30285, SALT LAKE CITY, UT 84130-0285
5501749	Email/Text: RVSVCBICNOTICE1@state.pa.us	Nov 21 2022 18:45:00	COMM OF PA DEPT OF REVENUE, BUREAU OF COMPLIANCE, PO BOX 280946, HARRISBURG, PA 17128-0946
5501759	Email/Text: ra-li-occ-esbkpt-hbg@pa.gov	Nov 21 2022 18:45:00	UNEMP COMP OVERPAYMENT MATTERS, DEPT OF L&I - OFFICE OF CHIEF COUNSEL, 651 BOAS STREET 10TH FLOOR, HARRISBURG, PA 17121
5501750	Email/Text: sbse.cio.bnc.mail@irs.gov	Nov 21 2022 18:45:00	INTERNAL REVENUE SERVICE - CIO, PO BOX 7346, PHILADELPHIA, PA 19101-7346
5501751	Email/PDF: ais.chase.ebn@aisinfo.com	Nov 21 2022 18:53:58	JPMCB AUTO, NATIONAL BANKRUPTCY DEPT, 201 N CENTRAL AVE, AZ1-1191, PHOENIX, AZ 85004
5501752	Email/PDF: ais.chase.ebn@aisinfo.com	Nov 21 2022 18:53:58	JPMCB CARD, PO BOX 15369, WILMINGTON, DE 19850
5505202	Email/PDF: ais.chase.ebn@aisinfo.com	Nov 21 2022 18:53:58	JPMorgan Chase Bank, N.A., National Bankruptcy Department, P.O. Box 29505 AZ1-5757, Phoenix AZ 85038-9505
5504708	+ Email/Text: JPMCBKnotices@nationalbankruptcy.com	Nov 21 2022 18:45:00	JPMorgan Chase Bank, N.A., s/b/m/t Chase Bank USA, N.A., c/o National Bankruptcy Services, LLC, P.O. Box 9013, Addison, Texas 75001-9013
5501753	+ Email/Text: PBNCNotifications@peritusservices.com	Nov 21 2022 18:45:00	KOHLS/CAPONE, COLLECTION DEPARTMENT, PO BOX 3084, MILWAUKEE, WI 53201-3084
5501756	+ Email/Text: bankruptcyteam@quickenloans.com	Nov 21 2022 18:46:00	ROCKET MORTGAGE, 1050 WOODWARD AVE, DETROIT, MI 48226-3573
5505549	+ Email/Text: bankruptcyteam@quickenloans.com	Nov 21 2022 18:46:00	Rocket Mortgage, LLC f/k/a Quicken Loans, at. el, 635 Woodward Avenue, Detroit MI 48226-3408
5501757	+ Email/Text: DeftBkr@santander.us	Nov 21 2022 18:45:00	SANTANDER BANK, PO BOX 841002,

District/off: 0314-1 User: AutoDocke Page 2 of 3
Date Rcvd: Nov 21, 2022 Form ID: pdf002 Total Noticed: 19

BOSTON, MA 02284-1002

5501945 + Email/PDF: gecsedi@recoverycorp.com
Nov 21 2022 18:54:07 Synchrony Bank, c/o PRA Receivables

Management, LLC, PO Box 41021, Norfolk, VA

23541-1021

5501758 Email/PDF: Citi.BNC.Correspondence@citi.com

Nov 21 2022 18:54:00 THD/CBNA, PO BOX 6497, SIOUX FALLS, SD

57117-6497

+ Email/Text: ra-li-occ-esbkpt-hbg@pa.gov

Nov 21 2022 18:45:00 UNEMPL COMP TAX MATTERS,

HARRISBURG CASES L&I OFF CHIEF COUNSEL, 651 BOAS STREET 10TH FLOOR,

HARRISBURG, PA 17121-0751

TOTAL: 16

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID Bypass Reason Name and Address

5504709 \*+ JPMorgan Chase Bank, N.A., s/b/m/t Chase Bank USA, N.A., c/o National Bankruptcy Services, LLC, P.O. Box 9013, Addison,

Texas 75001-9013

TOTAL: 0 Undeliverable, 1 Duplicate, 0 Out of date forwarding address

## NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 23, 2022 Signature: /s/Gustava Winters

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 21, 2022 at the address(es) listed below:

Name Email Address

Adam Bradley Hall

on behalf of Creditor JPMORGAN CHASE BANK N.A. amps@manleydeas.com

Brian Nicholas

on behalf of Creditor Rocket Mortgage LLC f/k/a Quicken Loans, LLC bnicholas@kmllawgroup.com

Jack N Zaharopoulos (Trustee)

TWecf@pamd13trustee.com

Kara Katherine Gendron

on behalf of Debtor 1 Christopher Shawn Carr

 $karagendronecf@gmail.com; \\doriem ott@aol.com; \\bethsnyderecf@gmail.com; \\mottgendronecf@gmail.com; \\ecf. \\mottgendron@gmail.com; \\ecf. \\ecf.$ 

1.com;MottGendronLaw@jubileebk.net

Kara Katherine Gendron

on behalf of Debtor 2 Robyn Renee Carr

karagendrone cf@gmail.com; doriem ott@aol.com; beth snyderecf@gmail.com; mottgendrone cf@gmail.com; ecf.mottgendron@gmail.com; mottgendrone cf@gmail.com; mottgendrone cf. mottgendrone cf.

l.com;MottGendronLaw@jubileebk.net

Michael Patrick Farrington

on behalf of Creditor Rocket Mortgage LLC f/k/a Quicken Loans, LLC mfarrington@kmllawgroup.com

United States Trustee

ustpregion03.ha.ecf@usdoj.gov

District/off: 0314-1 User: AutoDocke Page 3 of 3
Date Rcvd: Nov 21, 2022 Form ID: pdf002 Total Noticed: 19

TOTAL: 7

## **LOCAL BANKRUPTCY FORM 3015-1**

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:	: CHAPTER 13
CHRISTOPHER SHAWN CARR	: : CASE NO. 1:22-bk-02012
ROBYN RENEE CARR	: : □ ORIGINAL PLAN
Debtor(s)	: □ 1ST AMENDED PLAN (indicate 1ST, 2ND, 3RD, etc.)
	<ul> <li>□ 0 Number of Motions to Avoid Liens</li> <li>□ 0 Number of Motions to Value Collateral</li> </ul>

#### **CHAPTER 13 PLAN**

#### **NOTICES**

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked or if neither box is checked, the provision will be ineffective if set out later in the plan.

The plan contains nonstandard provisions, set out in § 9, which are not included in the standard plan as approved by the U.S. Bankruptcy Court for the Middle District of Pennsylvania.	☑ Included	□ Not Included
The plan contains a limit on the amount of a secured claim, set out in § 2.E, which may result in a partial payment or no payment at all to the secured creditor.	□ 0 Included	☑ Not Included
The plan avoids a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 2.G.	□ 0 Included	☑ Not Included

## YOUR RIGHTS WILL BE AFFECTED

READ THIS PLAN CAREFULLY. If you oppose any provision of this plan, you must file a timely written objection. This plan may be confirmed and become binding on you without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the plan.

### 1. PLAN FUNDING AND LENGTH OF PLAN.

## A. Plan Payments From Future Income

1. To date, the Debtor paid \$ (enter \$0 if no payments have been made to the Trustee to date). Debtor shall pay to the Trustee for the remaining term of the plan the following payments. If applicable, in addition to monthly plan payments, Debtor shall make conduit payments through the Trustee as set forth below. The total base plan is \$7,920.00, plus other payments and property stated in \$ 1B below:

Start mm/yy	End mm/yy	Plan Payment	Estimated Conduit Payment	Total Payment	Total Payment Over Plan Tier
11/2022	10/2025	\$220.00 x 36 months	\$		\$7,920.00
		\$	\$		\$
		\$	\$		\$
		\$	\$		\$
		\$	\$		\$
				<b>Total Payments</b>	\$7,920.00

- 2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and any attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding. Debtor must pay all post-petition mortgage payments that come due before the initiation of conduit mortgage payments.
- 3. Debtor shall ensure that any wage attachments are adjusted when necessary to conform to the terms of the plan.
- 4. CHECK ONE: ☑ Debtor is at or under median income. If this line is checked, the rest of § 1.A.4 need not be completed or reproduced.
- Debtor is over median income. Debtor calculates that a minimum of \$0 must be paid to allowed unsecured creditors in order to comply with the Means Test.

## B. Additional Plan Funding From Liquidation of Assets/Other

1. The Debtor estimates that the liquidation value of this estate is \$0. (Liquidation value is calculated as the value of all non-exempt assets after the deduction of valid liens and encumbrances and before the deduction of Trustee fees and priority claims.)

Check one of the following two lines.

$   \sqrt{} $	No assets	will be liquidate	d. If this line	e is checked,	skip § 1.B.	2 and comple	ete § 1.B.3	if
app	licable.							

☐ Certain assets will be liquidated as follows:

in
If
:

3. Other payments from any source(s) (describe specifically) shall be paid to the Trustee as follows:

## 2. SECURED CLAIMS

- A. Pre-Confirmation Distributions. Check one.
- ☑ None. If "None" is checked, the rest of § 2.A need not be completed or reproduced.
- Adequate protection and conduit payments in the following amounts will be paid by the debtor to the Trustee. The Trustee will disburse these payments for which a proof of claim has been filed as soon as practicable after receipt of said payments from the Debtor.

Name of Creditor	Last Four Digits of Account Number	Estimated Monthly Payment
NONE		\$

1. The Trustee will not make a partial payment. If the Debtor makes a partial plan payment, or if

it is not paid on time and the Trustee is unable to pay timely a payment due on a claim in this section, the Debtor's cure of this default must include any applicable late charges.

2. If a mortgagee files a notice pursuant to Fed. R. Bankr. P. 3002.1(b), the change in the conduit payment to the Trustee will not require modification of this plan.

## B. Mortgages (Including Claims Secured by Debtor's Principal Residence) and Other Direct Payments by Debtor. Check one.

□ None. If "None" is checked, the rest of § 2.B need not be completed or reproduced. \

☑ Payments will be made by the Debtor directly to the creditor according to the original contract terms, and without modification of those terms unless otherwise agreed to by the contracting parties. All liens survive the plan if not avoided or paid in full under the plan.

Name of Creditor	Description of Collateral	Last Four Digits of Account Number
JPMCB AUTO	2018 Chevy Suburban black (approx. 67,000 miles)	
ROCKET MORTGAGE	5872 Laurel Street, Harrisburg, PA 17112	

## C. Arrears (Including, but not limited to, claims secured by Debtor's principal residence).

□ None. If "None" is checked, the rest of § 2.C need not be completed or reproduced.

☑ The Trustee shall distribute to each creditor set forth below the amount of arrearages in the allowed proof of claim. If post-petition arrears are not itemized in an allowed claim, they shall be paid in the amount stated below. Unless otherwise ordered, if relief from the automatic stay is granted as to any collateral listed in this section, all payments to the creditor as to that collateral shall cease, and the claim will no longer be provided for under § 1322(b)(5) of the Bankruptcy Code:

Name of Creditor	Description of Collateral	Estimated Pre-petition Arrears to be Cured	Estimated Post- petition Arrears to be Cured	Estimated Total to be paid in plan
ROCKET	5872 Laurel Street, Harrisburg, PA	1696.27		1696.27 per
MORTGAGE	17112			allowed claim

# D. Other secured claims (conduit payments and claims for which a § 506 valuation is not applicable, etc.)

☑ None. If "None" is checked, the rest of § 2.D need not be completed or reproduced.

☐ The claims below are secured claims for which a § 506 valuation is not applicable, and can include:
(1) claims that were either (a) incurred within 910 days of the petition date and secured by a purchase
money security interest in a motor vehicle acquired for the personal use of the Debtor, or (b) incurred
within 1 year of the petition date and secured by a purchase money security interest in any other thing of
value; (2) conduit payments; or (3) secured claims not provided for elsewhere.

- 1. The allowed secured claims listed below shall be paid in full and their liens retained until retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law or discharge under §1328 of the Code.
- 2. In addition to payment of the allowed secured claim, present value interest pursuant to 11 U.S.C. §1325(a)(5)(B)(ii) will be paid at the rate and in the amount listed below, unless an objection is raised. If

an objection is raised, then the court will determine the present value interest rate and amount at the confirmation hearing.

3. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

Name of Creditor	Description of Collateral	Principal Balance of Claim	Total to be Paid in Plan
NONE			

E. Secured claims for which a	506 valuation is applicable. Check one.

None. If "None" is checked, the rest of § 2.E need not be completed or reproduced.

□ Claims listed in the subsection are debts secured by property not described in § 2.D of this plan. These claims will be paid in the plan according to modified terms, and liens retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law or discharge under § 1328 of the Code. The excess of the creditor's claim will be treated as an unsecured claim. Any claim listed as "\$0.00" or "NO VALUE" in the "Modified Principal Balance" column below will be treated as an unsecured claim. The liens will be avoided or limited through the plan or Debtor will file an adversary action or other action (select method in last column). To the extent not already determined, the amount, extent or validity of the allowed secured claim for each claim listed below will be determined by the court at the confirmation hearing. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

Name of Creditor	Description of Collateral	Value of Collateral (Modified Principal)	Interest Rate	Total Payment	Plan, Adversary or Other Action
NONE					

#### F. Surrender of Collateral. Check one.

☑ None. If "None" is checked, the rest of § 2.F need not be completed or reproduced.

□ The Debtor elects to surrender to each creditor listed below the collateral that secures the creditor's claim. The Debtor requests that upon confirmation of this plan or upon approval of any modified plan the stay under 11 U.S.C. §362(a) be terminated as to the collateral only and that the stay under §1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 4 below.

Name of Creditor	Description of Collateral to be Surrendered
NONE	

### G. Lien Avoidance. Do not use for mortgages or for statutory liens, such as tax liens. Check one.

None. If "None" is checked, the rest of § 2.G need not be completed or reproduced.

☐ The Debtor moves to avoid the following judicial and/or nonpossessory, nonpurchase money liens of the following creditors pursuant to § 522(f) (this § should not be used for statutory or consensual liens such as mortgages).

#### 3. PRIORITY CLAIMS.

#### A. Administrative Claims

1. <u>Trustee's Fees</u>. Percentage fees payable to the Trustee will be paid at the rate fixed by the United States Trustee.

To the extent that fur as co-signed unsecured debe paid interest at the rate shall apply  Name of Creditor  NONE	stated below. If no r				
as co-signed unsecured de be paid interest at the rate					
		e allowed amount of the			
4. UNSECURED CLAIM  A. Claims of Unsecure  two lines.  ✓ None. If "None" is ch	ed Nonpriority Cre	ditors Specially Class 4.A need not be comple			llowing
NONE					
Name of Creditor		Es	stimated Total	Payment	
NONE  C. Domestic Support §507(a)(1)(B). Check  ☑ If "None" is chec  ☐ The allowed prio been assigned to or is claim. This plan provi. §1322(a)(4)).	Obligations assign one of the following eked, the rest of § 3.0 rity claims listed belowed to a government sion requires that possible for the following that the following the following that the following that the following that the following that the following the following that the following the following that the following that the following the following the following that the following the follo	ed to or owed to a gove two lines. C need not be completed low are based on a donutal unit and will be paryments in § 1.A. be for	vernmental under or reproduced or reproduced nestic support and less than the real term of 60	nit under 1 ed. obligation te full amou nonths (see	hat has nt of the
Name of Cre	editor	Es	stimated Total	Payment	
B. Priority Claims (in Allowed unsecured under §9.		omestic Support Obliciority under § 1322(a)		full unless	modified
NONE					
Name of Cro	editor	Es	stimated Total	Payment	
☐ The following admini	strative claims will	be paid in full			
the written fee agreement shall require a separate fee 2016-2(b).  3. Other. Other adm following two lines.	per hour, with the hopetween the Debtor application with the inistrative claims no	ourly rate to be adjusted and the attorney. Paym	nent of such looked by the Courton 3.A.2 above	e with the to destar comp rt pursuant e. Check one	erms of pensation to L.B.R.
plan. This represents the u		lready paid by the Deb presumptively reasona			

- B. All remaining allowed unsecured claims shall receive a pro-rata distribution of any funds remaining after payment of the other classes.
- 5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES. Check one of the following two lines.

		,	· ·	1	1		
	The following contra	cts and leases	are assumed (	and arrears in the	e allowed clair	n to be cured in t	he
nlan	) or rejected:						

✓ None. If "None" is checked, the rest of § 5 need not be completed or reproduced.

Name of Other	Description of Contract or	Monthly	Interest	Estimated	Total Plan	Assume/
Party	Lease	Payment	Rate	Arrears	Payment	Reject
NONE						

#### **6. VESTING OF PROPERTY OF THE ESTATE.**

Property of the estate w	ill vest in the Debtor upo	n
--------------------------	----------------------------	---

Check the applicable line:

□ plan confirmation.

 $\square$  entry of discharge.

☑ closing of case:

#### 7. DISCHARGE: (Check one)

☑ The debtor will seek a discharge pursuant to § 1328(a).

 $\square$  The debtor is not eligible for a discharge because the debtor has previously received a discharge described in § 1328(f).

#### **8. ORDER OF DISTRIBUTION:**

If a pre-petition creditor files a secured, priority or specially classified claim after the bar date, the Trustee will treat the claim as allowed, subject to objection by the Debtor.

Payments from the plan will be made by the Trustee in the following order:

Level 1: Adequate protection payments.

Level 2: Debtor's attorney's fees.

Level 3: Domestic Support Obligations.

Level 4: Secured claims, pro rata.

Level 5: Priority claims, pro rata.

Level 6: Specially classified unsecured claims.

Level 7: General unsecured claims.

Level 8: Untimely filed unsecured claims to which the debtor has not objected.

If the above Levels are filled in, the rest of  $\S$  8 need not be completed or reproduced.

## 9. NONSTANDARD PLAN PROVISIONS

Include the additional provisions below or on an attachment. Any nonstandard provision placed elsewhere in the plan is void. (NOTE: The plan and any attachment must be filed as one document, not as a plan and exhibit.)

- (1) Claim amounts: The amounts of the claims listed in the plan and schedules are estimated amounts and are not admissions by the Debtors as to the amount(s) owed.
- (2) Property surrendered under Section 2 F. shall be surrendered in full satisfaction of creditors' claims unless a creditor files an allowed amended claim with sufficient evidence establishing that it is entitled to a deficiency portion of the claim.
- (3) Part 1A of the Plan calculations for minimum payment to unsecured creditors includes unsecured claims, and administrative expenses/fees such as trustee's commission and attorney fees.
- (4) Lien Releases.
- (a) Personal Property: Upon the satisfaction, completion of cramdown payment, or other discharge of a security interest in a motor vehicle, mobile home, or in any other personal property of this estate in bankruptcy for which ownership is evidenced by a certificate of title, the secured party shall within thirty (30) days after the entry of the discharge order or demand execute a release of its security interest on the said title or certificate, and mail or deliver the certificate or title and release to the Debtor or to the attorney for the Debtor. Confirmation of this plan shall impose an affirmative and direct duty on each such secured party to comply with this provision.

- (b) Real Property: Upon the, completion of cramdown payment, strip off, or other discharge of a security interest in real property, the secured party shall within sixty (60) days after the entry of the discharge order file a satisfaction piece or release of its security interest in the office of the Recorder of Deeds for the county in which the real estate is located. Confirmation of this plan shall impose an affirmative and direct duty on each such secured party to comply with this provision.
- (5) Confirmation of this Plan shall not bar the Debtor from:
  - (a) filing objections to any claims;
- (b) amending his schedules to add a creditor who was omitted from his schedules and to amend this Plan to provide for the treatment of such creditor or any other creditor who failed to timely file a proof of claim;
- (c) seeking to avoid a lien under Section 522 of the Code or seeking the determination of the extent, validity and/or priority of any liens;
  - (d) seeking a determination as to the dischargeability of any debt; or
- (e) selling any asset free and clear of liens and encumbrances by motion or adversary.
- (6) Direct payments under 2B subsection are not "provided for" under this plan and therefore shall not impact the Debtor's ability to receive a discharge.

/s/ Dorothy L. Mott, /s/ Kara K. Gendron

Dorothy L. Mott, Kara K. Gendron Attorneys for Debtor(s)

/s/ Christopher Shawn Carr Debtor

/s/ Robyn Renee Carr Joint Debtor

By filing this document, the debtor, if not represented by an attorney, or the Attorney for Debtor also certifies that this plan contains no nonstandard provisions other than those set out in  $\S$  9